

USDOL/OALJ Reporter

Chaudhuri v. The Curators of the University of Missouri, 94-ERA-42 (Sec'y May 1, 1995)

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DATE: May 1, 1995
CASE NO. 94-ERA-42

IN THE MATTER OF

DR. TANDRA CHAUDHURI,

COMPLAINANT,

v.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI,

RESPONDENTS.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT

This case arises under the employee protection provisions of the Energy Reorganization Act of 1974 (ERA), as amended, 42 U.S.C. § 5851 (1988 and Supp. IV 1992). The Administrative Law Judge (ALJ) issued a decision on March 16, 1995 recommending that the settlement be approved and the complaint be dismissed with prejudice. The parties submitted an Agreement of Settlement Including Release seeking approval of the settlement and dismissal of the complaint. Because the request for approval is based on the agreement entered into by the parties, I must review it to determine whether the terms are a fair, adequate and reasonable settlement of the complaint. 42 U.S.C. § 5851(b)(2)(A) (1988). *Macktal v. Secretary of Labor*, 923 F.2d 1150, 1153-54 (5th Cir. 1991); *Thompson v. U.S. Dep't of Labor*, 885 F.2d 551, 556 (9th Cir. 1989); *Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA-10, Sec. Order, Mar. 23, 1989, slip op. at 1-2.

The agreement appears to encompass the settlement of matters

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arising under various laws, only one of which is the ERA. The agreement also encompasses the settlement of certain claims made

by the Complainant and her husband in U.S. District Court, and claims by Complainant's husband, individually, before the U.S. District Court and the Secretary of Labor. See ¶¶ 1, 2 and 9. For the reasons set forth in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Ord., Nov. 2, 1987, slip op. at 2, I have limited my review of the agreement to determining whether its terms are a fair, adequate and reasonable settlement of the Complainant's allegations that Respondent violated the ERA.

Paragraph 1(a) preserves Complainant's right to pursue her claims against the Respondent with regard to any work-related injury, as well to the Worker's Compensation claims filed by the Complainant.

I find that the agreement, as here construed, is a fair, adequate and reasonable settlement of the complaint. Accordingly, I APPROVE the agreement and DISMISS THE COMPLAINT WITH PREJUDICE. Paragraph 1.

SO ORDERED.

ROBERT B. REICH
Secretary of Labor

Washington, D.C.